

1884

This instrument prepared by: W. Benjamin Johnson,
3000 SouthTrust Tower, Birmingham, Alabama 35203

DEED

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS that Metropolitan Life Insurance Company, a New York Corporation, whose address is 303 Perimeter Center North, Atlanta, Georgia 30346 (herein referred to as Grantor) for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other considerations received from the CITY OF HOOVER (herein referred to as Grantee), the receipt and sufficiency of which are hereby acknowledged by Grantor, and in consideration of the covenants and agreements hereinafter set forth, does hereby grant, bargain, sell and convey to Grantee, upon the conditions and subject to the reservations and limitations hereinafter set forth, those certain tracts located in Shelby County, Alabama being portions of those certain existing streets or roads commonly referred to as "Inverness Center Drive" and "Inverness Center Place", and which are more particularly described in Exhibit "A" attached hereto and incorporated herein (collectively the "Road"), for their use as public roads. Grantee's use of the Road shall be uninterrupted and in common with Grantor, its successors, assigns, and others claiming under or through Grantor, as the case may be.

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TO HAVE AND TO HOLD the Road unto said Grantee, its successors and assigns.

This conveyance is made subject to the following terms, conditions and reservations:

1. Grantee shall have the right to grant easements for utilities and to install, maintain, use, repair and replace wires, pipes, conduits, utility lines, cable TV lines, sewer and storm drainage lines (the "Utilities") subject to the following terms and conditions:

(a) All Utilities shall be located underground;

(b) Any easement or agreement with a Utility or contract by the Grantee for Utility construction shall contain a provision providing for the restoration of all landscaped areas and/or pavement to its condition immediately prior to such work;

(c) The proposed location of all Utilities shall be submitted to Grantor for Grantor's review and approval;

(d) Grantee shall use reasonable means to prevent unreasonable impediment or interference with ingress and egress over the Road in connection with any Utility work done on said Road.

2. Grantee shall be responsible for repair and maintenance of the right-of-way to a level of quality consistent with that currently existing.

3. For the purpose of the preservation of the appearance, value and amenities of its development, Grantor expressly reserves the right, but shall not be obligated, to improve, preserve,

beautify, and generally maintain all landscaped areas along and within said Road and the areas adjoining or adjacent thereto, including without limitation irrigation, pruning, trimming, removal, addition, replacement, or relocation of any or all plant material.

4. Grantor expressly reserves the right to develop, or cause the development of its property along or in the vicinity of the Road, to construct other roads, streets, or driveways which may intersect with the Road and to make curb cuts and median cuts with respect thereto. The location and design of said roads, streets, driveways, curb cuts and median cut shall be specified by Grantor and approved by Grantee, such approval to not be unreasonably withheld, provided that such location and design shall be in accordance with the design standards of the Inverness PUD and sound traffic engineering practices based on posted speed limits.

5. Grantor reserves to itself, its successors, assigns and others claiming by, under or through it, all other rights with respect to the Road not expressly granted hereby, subject only to the rights of the public as herein set forth, and Grantor may use the Road in any way that is not inconsistent with the rights granted hereby.

6. This Deed does not include mineral and mining rights not owned by Grantor and is subject to other restrictions and limitations of record.

7. In order to maintain uniformity throughout the development known as Inverness, signage design, installation and maintenance shall continue to be governed as outlined in the Annexation Agreement dated January 26, 1990 between the City of Hoover and Metropolitan Life Insurance Company.

8. Grantee acknowledges Grantor wants to maintain uniform standards of development, quality, and the effective preservation of the appearance, value and amenities of the development known as Inverness; accordingly, Grantor and Grantee shall reasonably cooperate in the performance of their respective rights and obligations under the terms of this Deed.

9. This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 23rd day of August, 1991.

GRANTOR:

METROPOLITAN LIFE INSURANCE COMPANY

BY: [Signature]

Its: Assistant Vice President NBR

ATTEST:

BY: Christine N. Markusse

Its: Assistant Secretary

STATE OF GEORGIA)

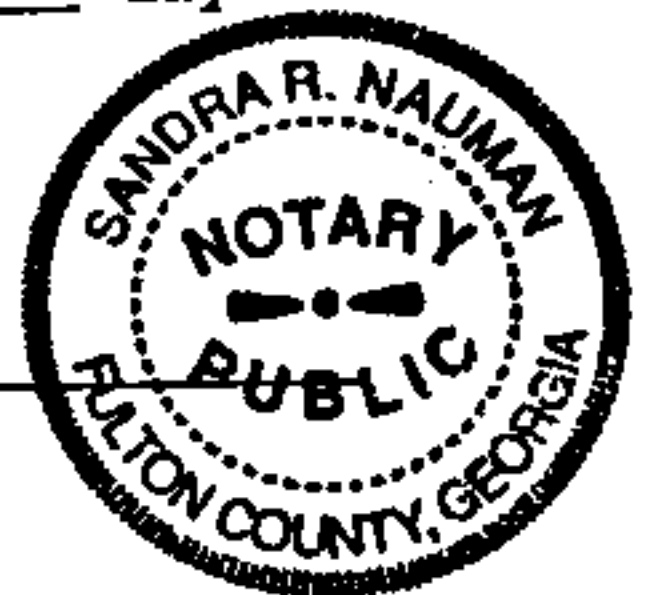
COUNTY OF DeKalb)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert P. Edwards, whose name as Assistant Vice President of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of August, 1991.

Sandra R. Nauman
NOTARY PUBLIC

My Commission Expires: _____



Notary Public, Georgia, State At Large.
My Commission Expires Jan. 29, 1994

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EXHIBIT " A "

LEGAL DESCRIPTION
INVERNESS CENTER DRIVE - PARCEL 3

Part of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows;

Commence at the Southeast corner of said Southwest 1/4 of Section 36 and run North along the East line of same 2513.59 feet to a point on the Southwesterly Right of Way of U.S. Highway No. 280; thence left $60^{\circ}54'50''$ and run Northwesterly along said Right of Way 49.82 feet to the Point of Curve of a curve to the right, having a radius of 2915.42 feet and a central angle of $1^{\circ}23'13''$; thence continue Northwesterly along Right of Way and arc of said curve 70.58 feet to a point on curve, also being the Point of Beginning of herein described Parcel 3, which lies 12' both sides of the following described centerline; thence left $87^{\circ}27'34''$ from the tangent of said point on curve and run

Southwesterly 203.87 feet to the Point of Curve of a curve to the right, having a radius of 425.02 feet and a central angle of $21^{\circ}02'00''$; thence run Southwesterly along said centerline and arc of said curve 156.03 feet to the Point of Tangent; thence continue Southwesterly 151.38 feet to the Point of Curve of a curve to the left, having a radius of 286.48 feet and a central angle of $58^{\circ}36'44''$; thence continue Southwesterly along said centerline and arc of said curve 293.06 feet to the Point of Tangent; thence run Southerly 129.02 feet to the Point of Curve of a curve to the right, having a radius of 409.26 feet and a central angle of $18^{\circ}53'20''$; thence run Southerly along said centerline and arc of said curve 134.92 feet to a point on curve; thence left $90^{\circ}00'$ from the tangent of said point on curve and run Southeasterly 47.58 feet to a point on curve of a curve to the left, having a radius of 477.46 feet and a central angle of $12^{\circ}05'31''$; thence left $89^{\circ}53'14''$ to the tangent of said point on curve and run Northerly along said centerline and arc of said curve 100.77 feet to the Point of Tangent; thence run Northerly 43.60 feet to the Point of Curve of a curve to the right, having a radius of 395.14 feet and a central angle of $52^{\circ}22'39''$; thence run Northeasterly along said centerline and arc of said curve 361.22 feet to the Point of Tangent; thence run Northeasterly 157.69 feet to the Point of Curve of a curve to the left, having a radius of 247.31 feet and a central angle of $52^{\circ}52'45''$; thence run Northeasterly along said centerline and arc of said curve 228.25 feet to the Point of Reverse Curve, of a curve to the right, having a radius of 315.56 feet and a central angle of $27^{\circ}02'43''$; thence run Northeasterly along said centerline and arc of said curve 148.95 feet to a point on said Southwesterly Right of Way of U.S. Highway No. 280 and the end of herein described parcel, said ending point being 48.89 feet Southeast along said Right of Way from the Point of Beginning.

EXHIBIT " A "

LEGAL DESCRIPTION
INVERNESS CENTER PLACE - PARCEL 4

Part of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows;

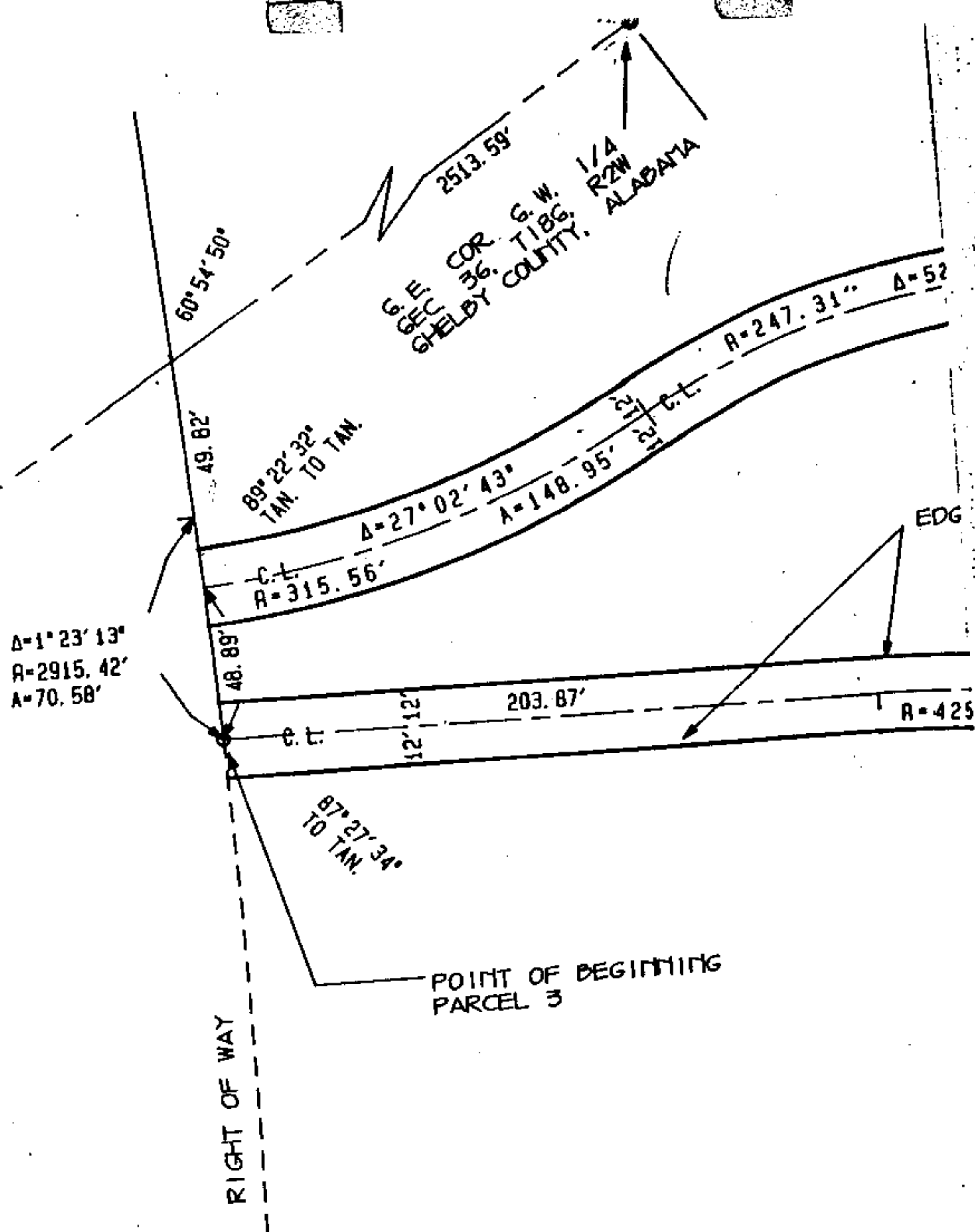
Commence at the Southeast corner of said Southwest 1/4 of Section 36 and run North along the East line of same 2513.59 feet to a point on the Southwesterly Right of Way of U.S. Highway No. 280; thence left $60^{\circ}54'50''$ and run Northwesterly along said Right of Way 49.82 feet to the Point of Curve of a curve to the right, having a radius of 2915.42 feet and a central angle of $1^{\circ}23'13''$; thence continue Northwesterly along said Right of Way and arc of said curve 70.58 feet to a point on curve; thence left $87^{\circ}27'34''$ from the tangent of said point on curve and run Southwesterly along the centerline of Inverness Center Drive 203.87 feet to the Point of Curve of a curve to the right, having a radius of 425.02 feet and a central angle of $21^{\circ}02'00''$; thence run Southwesterly along said centerline and arc of said curve 156.03 feet to the Point of Tangent; thence run Southwesterly 151.38 feet to the Point of Curve of a curve to the left, having a radius of 286.48 feet and a central angle of $34^{\circ}04'32''$; thence run Southwesterly along said centerline and arc of said curve 170.38 feet to a point on curve; thence right $86^{\circ}30'29''$ from the tangent of said point on curve and run Northwesterly 12.02 feet to the Point of Beginning of herein described Parcel 4, which lies 12' both sides of the following described centerline; thence continuing along last described course 56.69 feet to the Point of Curve of a curve to the right, having a radius of 271.22 feet and a central angle of $49^{\circ}44'50''$; thence run Northwesterly along said centerline and arc of said curve 235.49 feet to the Point of Tangent; thence run Northwesterly 49.27 feet to the Point of Curve of a curve to the left, having a radius of 498.05 feet and a central angle of $64^{\circ}44'36''$; thence run Northwesterly along said centerline and arc of said curve 562.79 feet to the Point of Tangent; thence run Northwesterly 34.90 feet to the Point of Curve of a curve to the right, having a radius of 173.44 feet and a central angle of $60^{\circ}49'52''$; thence run Northwesterly along said centerline and arc of said curve 184.14 feet to the Point of Tangent; thence run Northwesterly 65.55 feet to a point on the Southeasterly edge of paving of Inverness Center Parkway; thence the following tie to the continuance of herein described Parcel 4, left $90^{\circ}00'$ and run Southwesterly along said edge of paving 48.00 feet to an intersection with the centerline of continuing Parcel 4; thence left $90^{\circ}00'$ and run Southeasterly 65.55 feet to the Point of Curve of a curve to the left, having a radius of 221.44 feet and a central angle of $60^{\circ}49'52''$; thence run Southeasterly along said centerline and arc of said curve 235.10 feet to the Point of Tangent; thence run Southeasterly 34.90 feet to the Point of Curve of a curve to the right, having a radius of 450.05 feet and

angle of $64^{\circ}44'36''$; thence run Southeasterly along said centerline and arc of said curve 308.55 feet to the Point of Tangent; thence run Southeasterly 49.27 feet to the Point of Curve of a curve to the left, having a radius of 319.22 and a central angle of $49^{\circ}44'50''$; thence run Southeasterly along said centerline and arc of said curve 277.16 feet to the Point of Tangent; thence run Southeasterly 57.74 feet to a point on the Northwesternly edge of paving of Inverness Center Drive, being the ending point of herein described Parcel 4.

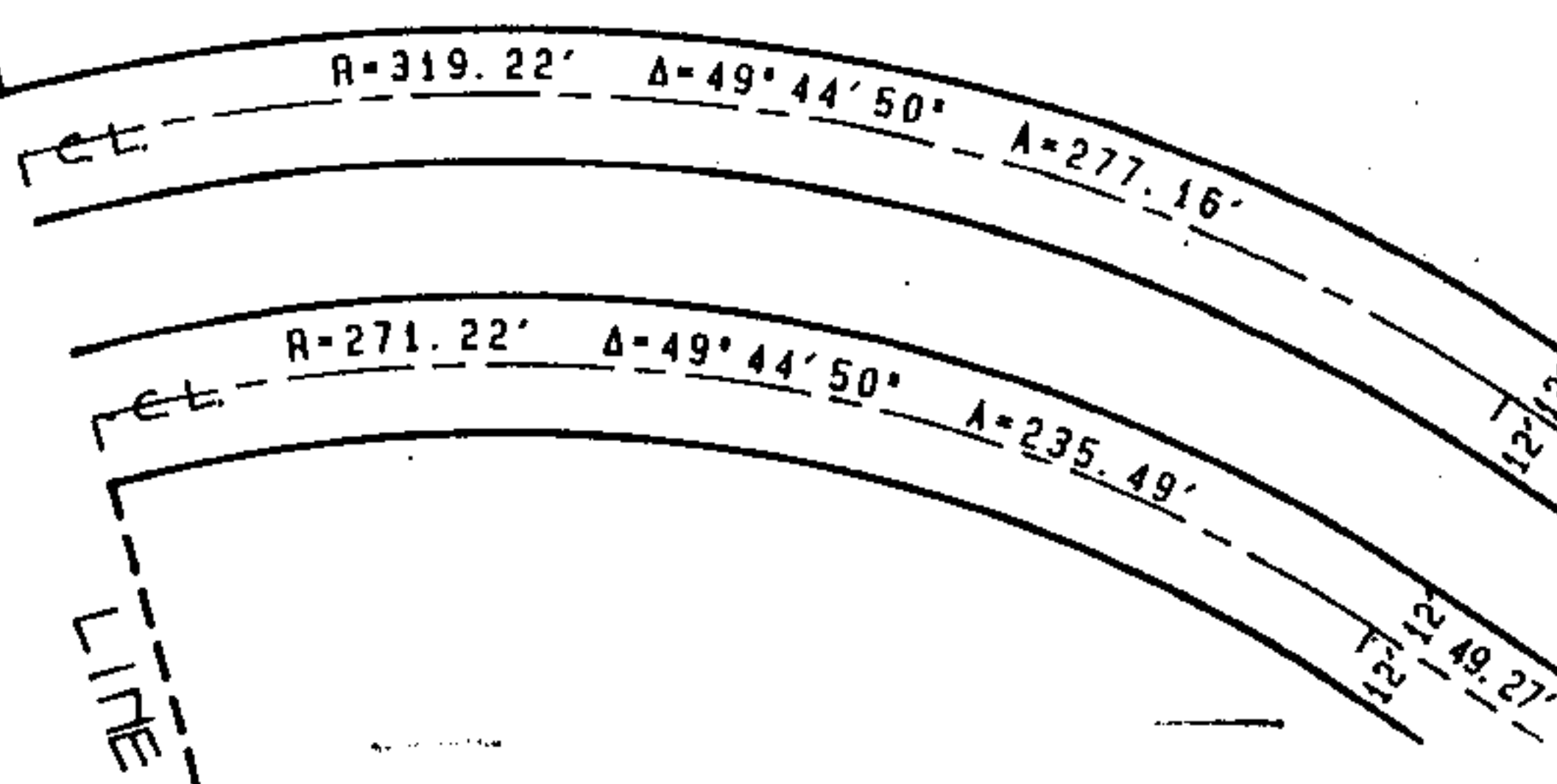
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NO. 280

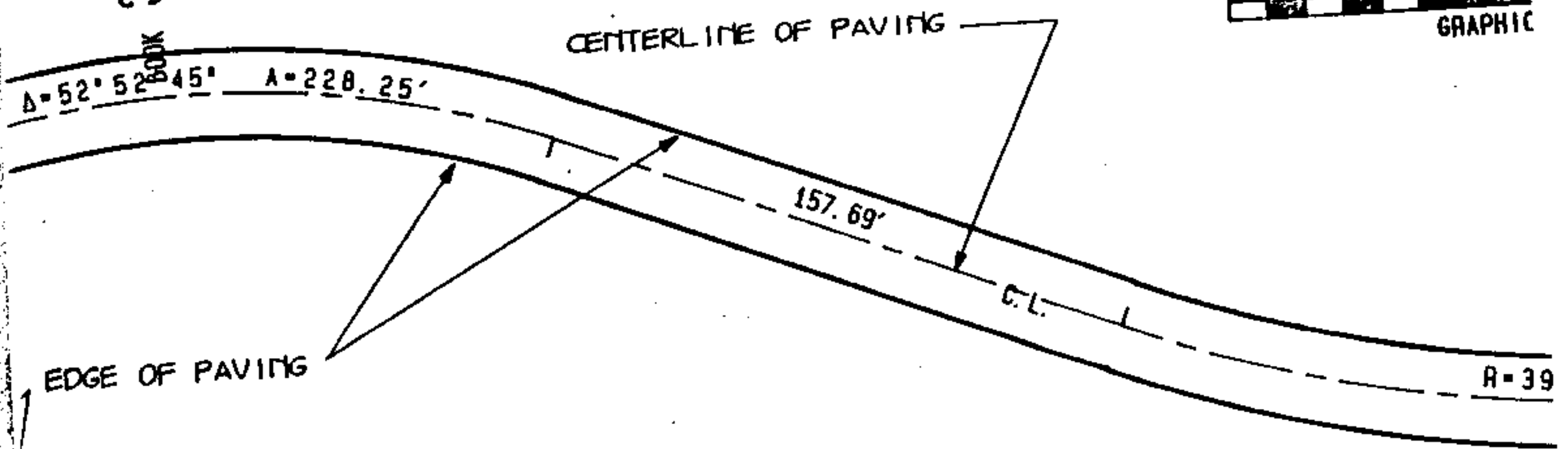
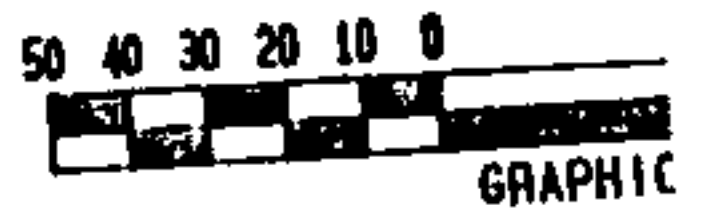
U. S. HIGHWAY



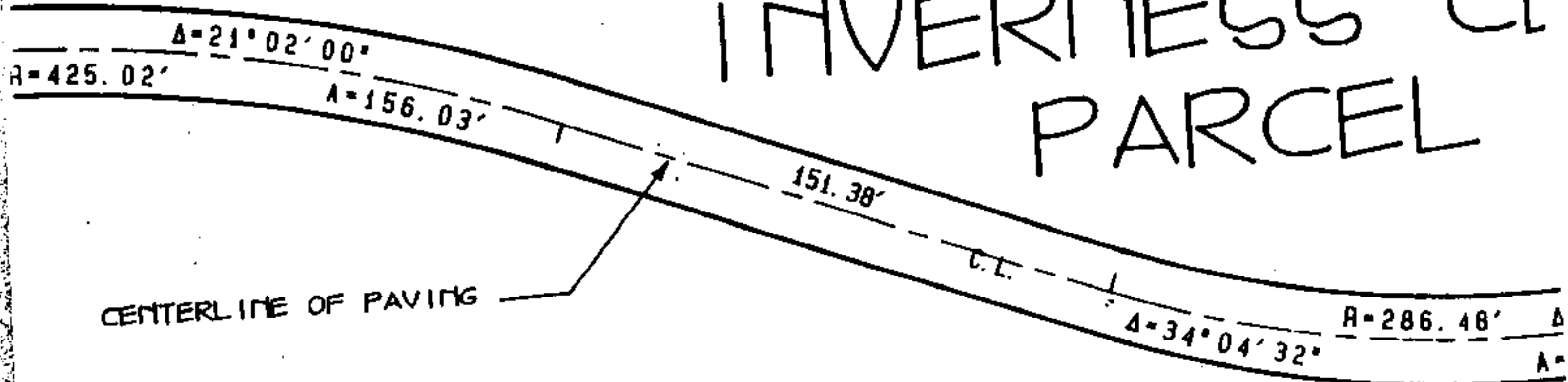
MATCH



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INVERNESS CE
PARCEL



POINT OF BEGINNING
PARCEL 4

MA

1881

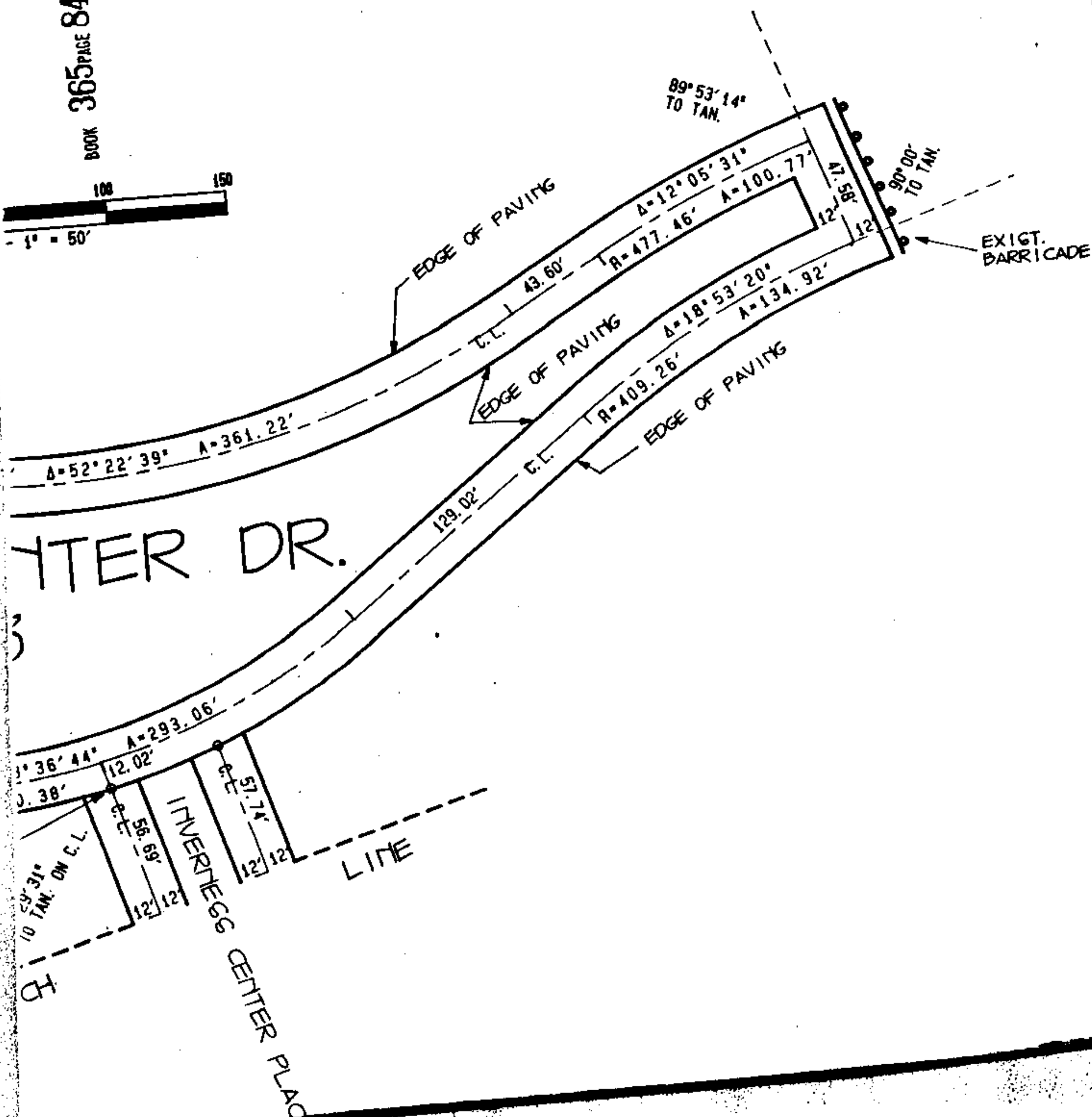
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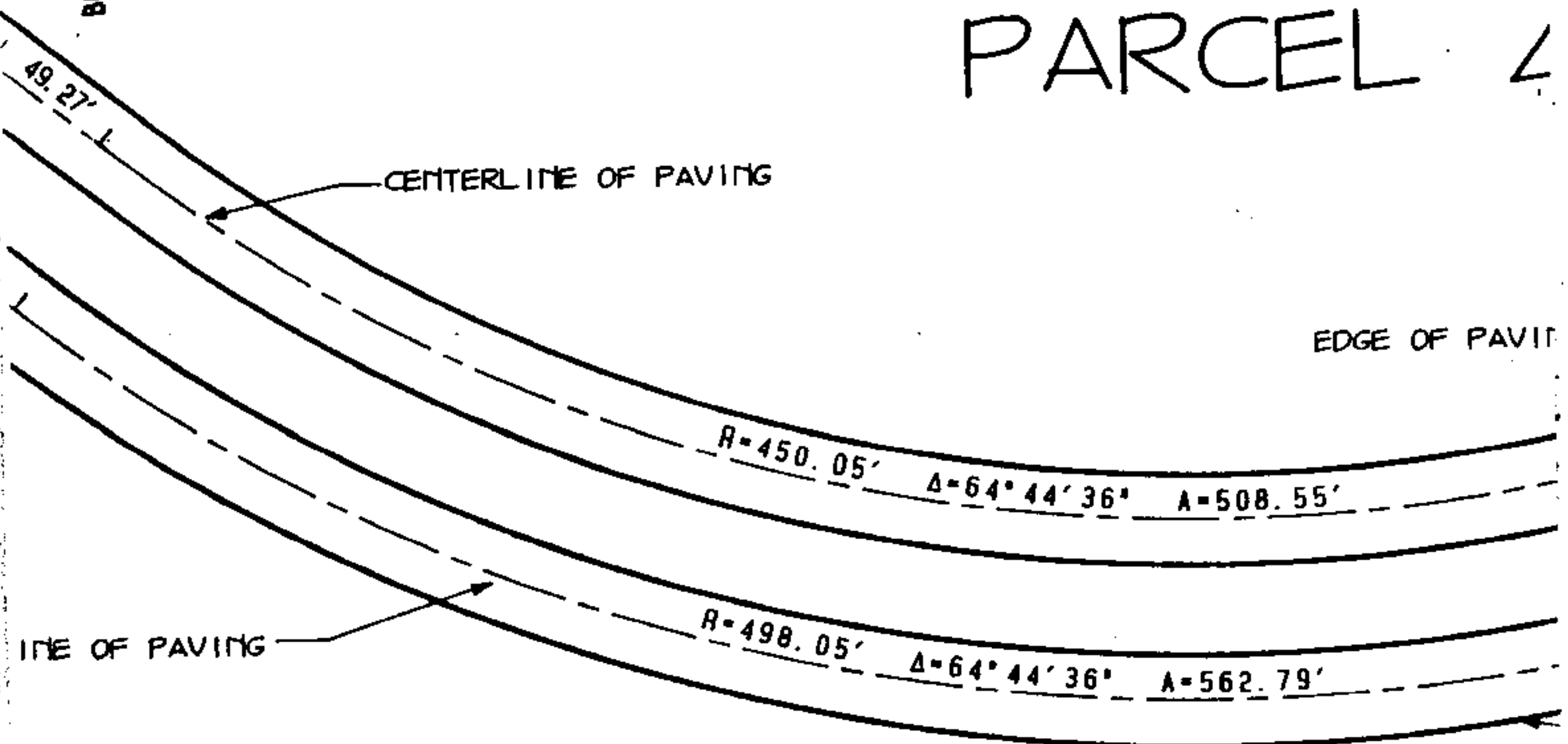
109

150

- 1° - 50'



INVERNESS CENTE PARCEL 4



PARAGON ENGINEERING INC.

2320 HIGHLAND AVE. 60. QUITE 230
BIRMINGHAM, ALABAMA 35205
PH. 939-1119

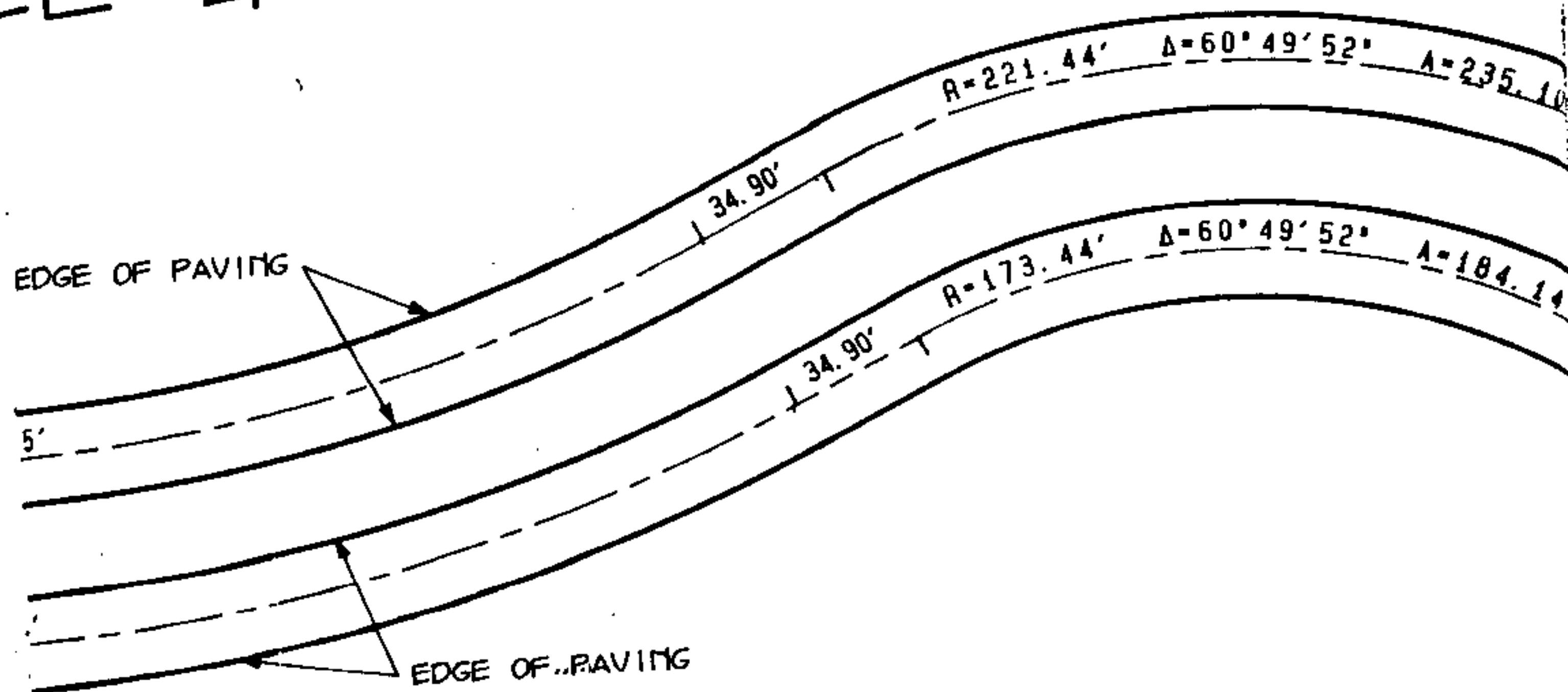
SCALE 1" = 50

SEPTEMBER 11, 1990

LINE

ENTER PLACE

EL 4



INC.

1. 1990

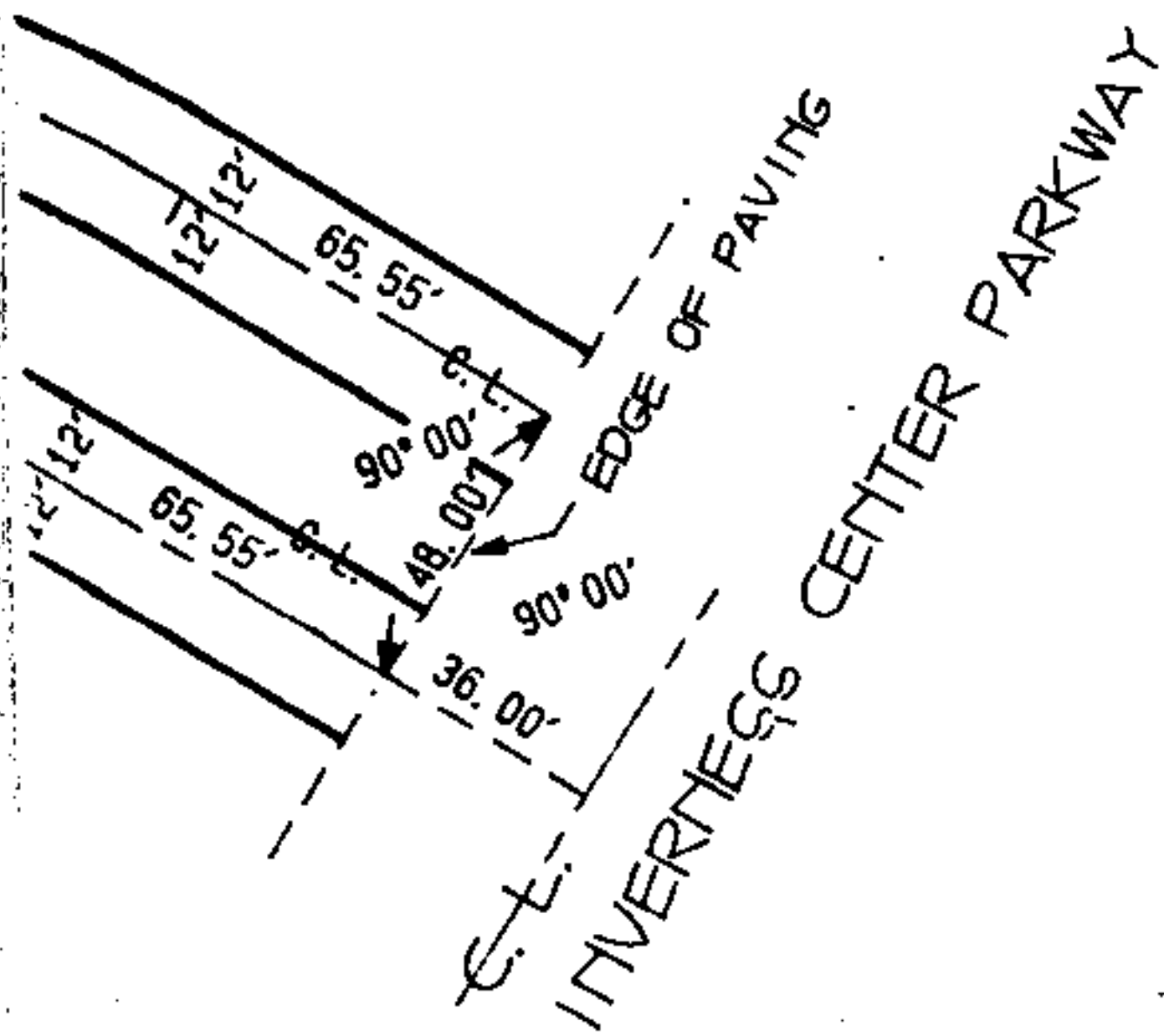


EXHIBIT 'A'

1 OF 1

1. Dead Tax	50
2. Mfg. Tax	
3. Recording Fee	3500
4. Indexing Fee	300
5. No Tax Fee	
6. Certified Fee	100
Total.....	3950

91 SEP 27 AM 10:03
JUDGE OF PROBATE